MORTON & CRAIG LLC
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Attorney for: Hyundai Motor Finance servicer for Hyundai Lease
Titling Trust

# UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY

IN RE:

MARY D. CATHRALL-SCHELLHORN

Case No. 17-24936(JNP)

CHAPTER 7

Hearing Date

CERTIFICATION IN SUPPORT OF

MOTION OF HYUNDAI MOTOR FINANCE

FOR RELIEF FROM THE AUTOMATIC

STAY

## GLORIA GREER certifies as follows:

- I am employed by Hyundai Motor Finance ("Hyundai") and am familiar with the facts of this case. Hyundai is the servicer for Hyundai Lease Titling Trust.
- 2. On 11-4-13, the debtor and executed a Lease for the lease of a 2013 HYUNDAI more particularly described in the following paragraph. The lease was assigned to Hyundai Lease Titling Trust and the debtor became indebted to Hyundai Lease Titling Trust in accordance with the terms of same. Hyundai Lease Titling Trust is the owner of the vehicle. True copies of the lease and title are annexed hereto.

- 3. The following information sets forth the make, model and serial number of the vehicle, the original terms of the lease, the average retail and trade-in value of the vehicle, and the current status of the debtor's lease:
  - A. Make, model and serial number of motor vehicle: 2013 HYUNDIA SONATA

Serial number: 5NPEB4ACXDH804055

- B. Original lease terms:
  - (i) Total of payments: \$16,144.32 plus lease end purchase option, sales tax and other charges if vehicle purchased at lease end.
  - (ii) Term: 48 months
  - (iii) Monthly payment: \$336.34
  - (iv) First payment due: 8-29-15
- C. Clean retail value: \$9,825.00\*
  Clean trade-in value: \$7,725.00\*

\*Values derived from NADA Official Used Car Guide, FEBRUARY 2018

### D. Delinquency status:

# LEASE HAS ENDED AND VEHICLE HAS BEEN RETURNED

Arrears: N/A

Statement of amount due

- (i) Lease Buyout: \$12,165.6424 as of 2-7-18\*\*
- \*\*Lease buyout includes lease end purchase option, but not sales tax, counsel fees, official fees, or other charges if vehicle is purchased at lease end and do not include charges for high mileage or vehicle reconditioning.

- Hyundai Motor Finance as servicer for Hyundai Lease Titling Trust requests stay relief for the following reasons:
- a. The lease ended on 11-4-17. The vehicle was returned to the dealership by the debtor on 11-2-17. Hyundai requires stay relief to sell the vehicle and apply the proceeds of sale to the lease balance.

I CERTIFY THAT THE FOREGOING STATEMENTS MADE BY ME ARE TRUE.

I AM AWARE THAT IF ANY OF THE FOREGOING STATEMENTS MADE BY ME

ARE WILLFULLY FALSE, I AM SUBJECT TO PUNISHMENT.

Dated: 0/8/18

Plano, TX

Gloria Green

- BURNS BUI		_	LEASE	I I Dunia		
		d Phone Number	Losse	e(s) Name(s) ar	nd Residence Addres	riculiurai Purpose Laasa. 195(89)
- MARLTON,N	MARY D CATHRALL-SCHELLHORM 21 HEADOWLARK RD STRATFORD NJ 08084					
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You will be in default it You fail to make a monthly phyment when it is due; "You fail to pay any amount you owe under the Loase when it is due; or when demand is made; "You provide any late or missasting entormotion in any lates application;" You fail to maintain the required insurance; "You does possession, include or other locations are provided in which the Verkice is the subject of judicial or administrative proceedings; "You die and there is no surviving lesses; "The Verhice" at John or dismagned beyond repair, which was also in the loase. All the provided beyond repair, which is the provided beyond repair, which was also in the loase. All the provided beyond repair, the provided beyond repair, the provided beyond repair, the provided beyond repair to the sale and have a surviving spouse, there will be no default if your surviving should continue to make the required loase.

If you are in default the in non-payment of a monthly payment for 15 days or more and we wish to declare you in default and cancel or term Lease, we must send you a notice of cancellation. If we do, subject to the next sentence, you will have the right to rematate this Lease as an the notice by polying all past due monthly payments, like feet and the payments due under that Lease, and if the Webside has been reposed casts of apposassion, storage and fransporting the Vehicle, plus, if we incrude due under that Lease, and if the Webside has been reposed casts of apposassion, storage and fransporting the Vehicle, plus, if we incrude due to commonly a lease of the payment of death and commonly and the right to refers the first of the payment of t

payment. If the Lesse is in default, we may at our election, and subject to the previous paragraph, take any one or more of the following actions: We may take any one or more of the following actions: We may take any action, such as bytion insurance on your behalf, we believe to be required to protect our interest in the Vehicle. Our action will not come your desired, you authorize us to cancel asking such action with be actived to your Lesse obligations and vill inour Rent charges. If we terminate lesses upon a deliant, you authorize us to cancel action where actives to pay upon the connection with this Leader, you desired, and the services to pay up as well-under our control and actives you bound in connection with this Leader, you direct any product of some vehicle of the property of the control of the pay of the control of the pay of the control of the payment of the control of the payment of the payment

### 14. Terms Concerning Your Early Termination Liability

- (a) You may terminate (and) the lease before the and of the Lease term under the following conditions: if you are not in default under the Lasse, you may end one Lasse by returning the Vehicle to us and paying us within live business days of the date we make demand your early termination.
- We may and the Lasse before the end of the Lasse term under the following conditions: If you are in default, we may end the Lasse, You must pay us, within five business days of the date we make demand, your early termination

Upon sarly termination you agree to pay the following charges: - Any ungold monthly payments, then due. - The Early Termination Fee, if any, shows a fallowing the sard leases imposed in connection with termination. - The amount by which the equitated lease balance exceeds the Vehicle's so. - If we have to late presented values at itemmination. - If we have to take presented in the Wehicle's so. - If we have to date the Vehicle's so. - If we have to date the Vehicle's so. - If we have to date the Vehicle's control vehicle and pay storage changes, you will pay so the amount of the storage changes, when the provided in the storage changes when the pays some or all of your

security depos to what you over.

We gave you analysted lease balance using the 'constant yield' method. 'Constant yield method' means the method of determining the rent charge for each month is earned in advance by multiplying the constant rate impost in the lease time the balance applied for ant charge is a declared studing the lease there the balance applied for ant charge as the desired the factor of the charge is the declared to the charge is the declared to the declar

The realized value of the Venice is: the price we necebe for the Vehicle at disposition; the highest ofter we receive for disposition of the Vehicle; or the Vehicle at disposition of the Vehicle; or carrier, as a such or the Lease term. We will add to the amount you one us what it costs us to pay someone to dispose of the Vehicle; or carrier, as a such or the Vehicle; or carrier, as a such or the Vehicle; or th

(c) To the extent these charges take into account the value of the Vehicle at termination, if you disagries with the value we assign to the Vehicle, you may obtain, at your own expense, from an indepandent third party agreeable to you and to us, a professional appraisal of the wholesels value of the Vehicle which could be realized at sea. We will then use the appraisad value as the realized value.

If we have to pay someone to hap us collect the amount you one us, we will add the amount we have to pay to the amount you owe us. This may include reasonable less of anomays who are not our calained employees, and court costs, if permitted by law.

### 15. Other Terms and Conditions

Insurance. You agree to maintain in your name the following types and amounts of printary insurance for the Lease term and until you return the Vehicles
Bodily Injury Insurance with \$300,000550,0000 limits; properly deamage insurance with \$500,000 limits; collision, life, theft and comprehensive coverage
with a maximum effective first order insurance town insurance to the property of the property of

NOTICE: PHYSICAL DAMAGE OR LIABILITY INSURANCE COVERAGE FOR BOOILY INJURY AND PROPERTY DAMAGE TO OTHERS IS NOT

INCLIDED INTHIS LEASE

Way Gay Lability and Gay Welver. You are liable for the "gay amount". The "gap amount" is the difference between the amount you would owe (or which you would owe in the absence of gap protection) under his Lease in the event of a total ioss of the Vehicle before the end of the Lease term amount (rom you.) If you way of course the end of the classe term amount (rom you.) If you way of the person. For a text, we may would not be called the gap amount from your instance company or from any other person. For a text, we may would not be controlled to the person of the person. For a text, we may would not be called the person of the person. For a text, we may would not receipt (or person. For a text, we may would not receipt (or person. For a text, we may would not person. For a text, we may would not person. For a text, we may would not receipt (or person. For a text, we may would not receipt (or person. For a text, we may would not receipt (or person. For a text, we may would not receipt (or person. For a text, we may would not receipt (or person. For a text, we may would not receipt (or person. For a text, we may would not receipt (or person. For a text, we may would not receipt (or person. For a text, we may would not receipt (or person. For a text, we may would not receipt (or person. For a text, we may would not receipt (or person. For a text, we may would not receipt (or person. For a text, we may would not receipt (or person. For a text, we may well as text, we may would not receipt (or person. For a text, we may would not receipt (or person. For a text, we may would not receipt (or person. For a text, we may would not receipt (or person. For a text, we may well as text, we may would not receipt (or person. For a text, we may well as text, we may would not receipt (or person. For a text, we may well as text, we may would not receipt (or person. For a text, we may well as text, we may well as text. The text is text and the would not receipt (or person. For a text, we may well as text.)

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Standards for the wine rank Use.

Standards for the wine rank Use.

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Security Deposit. If a charge for a relundable socurity deposit appears in Item 3, that paragraph applies, Unless required by law, we do not leave the security deposit experted in a bank or certmented on our books. We may apply some or all of the security deposit in what you one. Any unused security deposit with any our one. Any unused security deposit with any our officers of the security deposit units such outly is imposed by their No Interest, increase or profit on the security deposit will accrus or be paid to you.

Officinal Products and Services. You understand spore that of the purchase of purchase Optional Products and Services, you understand and agree that the original Lesson may retain all or a part of the purchase price shown for such Optional Products and Services, depending upon whether the Optional Products and Services are purchased by the original Lesson from a third party or are provided directly by the original Lesson.

Reconditioning Reserve. It a charge to a returnable reconditioning reserve appears in term 0, this paragraph applies. If you fail to pay any charges for excess misage or excess wear and tear, we may use his reconditioning reserve to recondition the Vahicle to resee. The reconditioning -stern-will be refunded to you. If (y) you by the Vehode at to believe the end of the Lease term or the Lease term or the charges of the refunded to you have the reconditioning reserve.

The reconditioning reserve.

tion to Purchase Vehicle Upon Early Termination, four have an option to tour the recommending reserve.

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also pay any taxes or critical sest (or sass, tags), icenses and inguisation imposed on the series at a year.

Return of the Whelite, You will enrum the Vehicle in clean condition. If one on they the Vehicle from us under your purchase option, you signed to return the Vehicle to us at a piece will despite the properties of the properties of the vehicle for use of a piece will despite the properties of the

Maintenance: You will maintain the Vehicle in good oversing order and repair tou will pay all operating costs, such as gesoline, oil, and replacement tires tou will, all your expense, service the Vehicle according to the owner's menual meanineance schedule. It that Vehicle is recalled, you will have the recast repairs or service performed.

Registration. Perfuling Tickets and Tazes. You must keep the Vehicle currently registered, You must pay all parking lickets and traitic fines relating the Vehicle in the Vehicle currently registered. You must pay all parking lickets and traitic fines relating the Vehicle in the Vehicle currently registered. You must pay use upon demand. We may sed the amount to what you owned in the pay us when we make demand. You must pay when due or reimburse us it we pay by you all government in sweat you owned in the pay us the pay us to prove the pay us in connect leases. If you do not pay the extreme can disk and the pay us in connect leases. If you do not pay the pay the pay use to pay us in the pay the pay them. You must pay per misses or penalties when due or reimburse us if we pay them. You must pay per make the property issue assessed on the Vehicle, whether you can billed for them by the government or whether we pay them and bit you for them or include the amount of such taxes as pan of your monthly payment.

Use of the Vehicle, You will keep the Vehicle free from any liens or claims. You have the risk of loss, and are responsible for the Vehicle's damage or destruction. You will not allow unicomsed delivers to drive the Vehicle. You will not use the Vehicle for more than 30 days outside the state where the Vehicle was first dried without our prior written permission.

Acknowledgment. You acknowledge you have examined the Vehicle. You acknowledge that the Vehicle is equipped as you want, and that it is in good condition. You accept the Vehicle for all purposes of the Lesse,

mnification. You agree to indemnity us and hold us and our assignces, agants, and insurers harmless from all damages, injuries, claims, and expenses, including reasonable attorney's test to the extent permitted by issue, arising out of the condition, maintanence, use peration of the Vanicia, including a claim under the strict liability doctrine.

Your Odometer Obligations. You will maintain the odometer of the Vehicle so that it always reflects the Vehicle's actual miteage. If the odometer is at any time inoperative, you will provide us with masonable evidence of the Vehicle's actual miteage, it you are unable to do so, you will pay us our reasonable existence of any rections of the Vehicle's its immater value caused by the inable's of determine the Vehicle's actual miteage, thou will provide us with an odometer certification at any time we request one. We may request more than one certification coming the term of this Lace.

Assignment and Transfer of the Vehicle. You may not assign the lease or transfer the Vehicle without our prior written permission. We may assign all of our rights under this Lease. Any person lo whom this Lease is assigned may needing it.

Welver. We do not waive our rights or remedies under this Lease by feiling to exercise them at any time.

Giving Notice. Notices may be given passonally or sen! by first class malk holder mailed to us must be sent to the address shown in this Lease. Notices shall be deemed given to us when they are personally given or actually received at our address. Notices shall be deemed given to us when they are personally given or actually received at our address. Notices shall be deemed given to you when they are our mailed notice for shall personally given or when placed in the mail, addressed to you at your address her shown on our records, even though you might not actually receive the salter required a foreign personal review and when the salter required a foreign personal review. Any other personal review is the required a foreign personal review hortice are you agree that

General. If any part of the Lease is linvalid, unenforceable or lilegal in any jurisdiction, the part that is invalid, unenforceable or libegal will not be effective as to that jurisdiction. The rest of the Lease will be embrocable. This Lease is our entire appearance. We have made no promises to you not contained to this Lease. Any change to this Lease must be written and signed by close and us. If may give if that Lease is board by a court or other dispute resolution body to be void or unerforceable, this Lease.

Leasen's Assignment. Pursuant to the terms of that certain agreement between Leasen and the assignee named on the other side of this Lease the Vallets and Tyres of the Sease by Lease to Assigned to the Lease and the Vallets and Tyris the Assigned to Assigned to California of Califo

